# EXHIBIT 15

## G.I. JOE: A REAL AMERICAN HERO PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley Internstional, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sumbow, and Sumbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sumbow, and Sumbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein tontained and the Stendard Terms and Conditions.

- The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the 'Property'), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of eighty-three (83) episodes under the general title: 'G.I. JOE: A REAL AMERICAN HERO.' The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. <u>Completion of Production</u>. The eighty-three (83) Programs shall be completed and delivered in time for initial televast to commence September, 1985.

#### 4. Payment for Programs.

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- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Thirteen Hillion One Hundred Nine Thousand Six Hundred Twelve and 51/100 Dollars (\$13,109,612.51) as enumerated in Exhibit A appended hereto; provided, however, that Easbro will not be required to pay such portion of said amounts which are paid by a "Third Party Participant" (as defined in the Standard Terms and Conditions) as reflected in Exhibit A.
- distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ('PLA'), and (iv) all other 'Costs of Production' as defined in the Standard Terms and Conditions.
- 5. <u>Initial Telecast Term--Hasbro's Media Time</u>. The 'Initial Telecast Term' for the eight-three (83) Programs shall be September 1, 1983 through September 28, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all

commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1001) of all monies paid by television stations in consideration for carrying any Programs.

- 6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ('Subsequent Term') or whether to 'rest' same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sumbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sumbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard. Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.
- Additional Programming. Sumbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Basbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
- 8. <u>Sunbow's Compensation</u>. The payments made and to be made pursuant to Paragraph 4 hereof by Hashro to Sunbow include a percentage payment to Sunbow ('Production Fee Percentage') based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of

sets. costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called 'supplemental market' payments to or on behalf of performing artists, all of which are enumerated under the caption 'Production' in Exhibit A.

Said Production Fee Percentage shall be six percent (6Z) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the 'Sunbow Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully 'cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

- 9. <u>Term.</u> Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.
- 10. <u>Territory</u>. The Territory covered by this Agreement shall be the entire Universe.
- 11. Profit Participation of Marvel Entertairment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sumbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sumbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Hedia Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

Integration of Standard Terms and Conditions. 12. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall

control.

MILTON BRADLEY INTERNATIONAL, INC.

SUNBOW PRODUCTIONS

STARWILD MUSIC, INC.

By:

WILDSTAR MUSIC

HASBRO/SIMBON PRODUCTION LICENSE HEREDSKY

ध्यास्य

TITLE : 6.1. JOE SERIES (63) ESTIMATE (20)1

PRODUCTION

BUDGET

Animation Script Talent - Music

Production

Total production

OTHER PHADOCTION

Production Fee 8 6% Operations (Insurance ect) Residuals Holding Cast CA. Sales Tax

Total Other Production

Sales

Sales
Sales Material
Station Prozo Material
Public Relations
Conventions
Advertising
Station Coopensation

Total Sales

Distribution

Syndication Fee Distribution

Total Distribution

RESERVE

TRANSFER

THESE PARTY PARTECIPANT CONTRIBUTION

TUTAL NET CUST

REDACTED

## G.I. JOE: A REAL AMERICAN HERO PRODUCTION LICENSE AGREEMENT

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Mashro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programing as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions became contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the RAMB, Characters, symbols; designs, likenesses and visual representations of G.I. JOE (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

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2. The Programs. The Programs shall consist of a series of five (5) episodes under the general title: 'G.I. JOE: A REAL AMERICAN HERO.' The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

#### 4. Payment for Programs.

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- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, dashro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total One Million Nine Hundred Sixty-Two Thousand Tro Hundred Ninety and 40/100 Dollars (\$1,962,290.40) as enumerated in Exhibits A and B appended hereto.
- (b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories end possessions, for the 'initial Telegast Term,' as defined in Saragraph S below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telegast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Symbox's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.
- 5. Initial Telecast Term-Hashro's Media Time. The 'Initial Telecast. Term' for the five (5) Programs shall be September 1, 1983 through September 28, 1983. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hashro and Sunbow, Hashro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying any Programs and (11) one hundred percent (1001) of all monies paid by television stations in consideration for carrying any Programs.

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- ő. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ('Subsequent Term') or whether to 'cest' same from time to time during the Subsequent Term. Subject to the immediate praceding sentance and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Progress during the Subsequent Term.
- additional Programming. Sunbow shall have a first negotiation right 7. to both produce and distribute for telecast over free television as hergin provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Exspro determines to have produced primarily for initial telegist over free television, as well as a right of first negotiation to produce and distribute any motion pictures, propograph recordings, videodiscs or videocassertes. original programming for cable or cay television; or any other productions or programming based, in whole or in part, upon the Property which Hesbro determinas to have produced or discributed. Such right of first negotiation. shall be effected in accordance with the provisions set forth in the Standard: Terms and Conditions, but such right shall remain effective only if Sundow is: not in breach of its obligations under the PM or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
- Sunbow's Compensation. The payments made and to be made pursuant to a. Paragraph 4 hereof by Hasbro to Suchow include a percentage payment to Sunbow ('Production Fee Percentage') based upon the amination costs; script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called 'supplemental market' payments to or ou behalf of performing errists, all of which are enumerated under the caption 'Production' in Exhibits A and B.

Said Production Fee Percentage shall be zero percent (OI) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the 'Sunbow Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Condicions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Tarm, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

- Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Coeditions, Sunboy's distribution rights shall be perpetual.
- Territory. The Territory covered by this Agreement shall be the entire Universa.
- Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled. to, and Sunbow shall pay Marvel a Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten gergent (10%) of the Distribution: 250casos. If any. Further unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (101) of sixty-five percent (551) of the Charter Media Value of the utilized directly by flasbro or any of its companies during the Subsequent Term.
- Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of:

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

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MILTON BRADLEY INTERNATIONAL, INC.

By: I Jany & Cole

SUMBOW PRODUCTIONS, INC.

STARWILD MUSIC, INC.

BY: JA A

WILDSTAR MUSIC, INC.

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### G.I. JOE: A REAL AMERICAN HERO PRODUCTION LICENSE AGREEMENT

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Easbro and Sundow hereby engage Staffild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

- 1. The Property The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the Property'), all of which Hasbro and NET represent to be owned on controlled by them as set forth in the Preemble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of five (5) episodes under the general title: 'G.I. JOE: A REAL AMERICAN HERO.' The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including unin and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

 Completion of Production. The five (5) Programs shall be completed and delivered in time for initial telecast to commence September, 1984.

#### 4. Payment for Programs.

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- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term. Hasoro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph E(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Two Million One Hundred Twenty Thousand Eight Bundred Forty-Saven and 42/100 Dollars (\$2.120/347.42) as enumerated in Exhibit A appended herato.
- (b) The aforamentioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in commission with the syndication of the Programs over free tylevision (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production fee Percentage as set forth in Paragraph 8 of this Production License Agreement ('SLA'), and (iv) all other 'Costs of Production' as defined in the Standard Terms and Conditions.
- 5. Initial Telecast Term-dasoro's Media Time. The 'Initial Telecast' Term' for the five (5) Programs shall be September 1, 1983 through September 28. 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Basbro and Sunbow, Basbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1001) of all monies paid by television stations in consideration for carrying any Programs.

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HASBRO, INC.

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MILTON BRADLEY INTERNATIONAL, INC.

SUNBOW PRODUCTIONS, INC.

STARWILD MUSIC, INC.

WILDSTAR MUSIC. INC.

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Hasbro and Sunhow hereby engage Statwild and Wildster, and Starwild and Wildster agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

- 1. The Property: The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the Property'), all of which Hasbro and HBI represent to be owned or controlled by them as set forth in the Presmble to and Paragraph I of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of eightythree (83) apisodes under the general title: "G.I. JOE: A REAL AMERICAN HERO."
  The Programs shall be animated in color, and each Program shall be
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#### 4. Sayment for Programs.

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- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph B(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Thirteen Million One Hundred Nine Thousand Six Hundred Twelve and 51/100 Dollars (\$13,109,612.51) as enumerated in Emilbit A appended hereto; provided, however, that Hasbro will not be required to pay such portion of said amounts which are paid by a 'Third Paxty Participant' (as defined in the Standard Terms and Conditions) as reflected in Emilbit A.
- (b) The aforementioned payments include all (i) sales expenses. distribution described on the distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below. (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.
- 5. <u>Initial Telecast Term-Hasbro's Media Time</u>. The 'Initial Telecast Term' for the eight-three (83) Programs shall be September 1, 1983 through September 28, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow. (1) all

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commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1002) of all monies paid by television stations in consideration for carrying any Programs.

- Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whather to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding santance and provided that Sunbow is not in breach of its obligations hereunder, or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions sec Forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.
- Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for relecast over free television as berein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Easbro determines to have produced primarily for initial telegast over free television, as well as a right of first negotiation to produce and distribute any motion pictures; phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first agoriation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbowits not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
- Sunbow's Compensation. The payments made and to be made our suant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ('Production Fee Percentage') based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of

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sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called 'supplemental market' payments to or on behalf of performing artists, all of which are enumerated under the caption 'Production' in Exhibit A.

Said Production Fee Percentage shall be six percent (62) with respect to the Progrems produced hereunder. In addition, Sunbow shall be entitled to the 'Sunboy Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecust Term, all as provided for in the Scandard Terms and Conditions. All revenues and expenses regarding the Program shall be fully cross-collateralized with all revenues end expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

- Provided that Surbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.
- 10. Territory. The Territory covered by this Agreement shall be the entire Universe.
- Profit Participation of Marvel Entertainment Group (Marvel) "Subject to compliance by Marvel with its obligations under Sunboy's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shell be entitled to, and Sunbow shall pay Marvel a 'Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (101) of the Distribution Proceeds, if any. Further, unless otherwise sgreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (102) of sixty-five percent (65%) of the 'Barter Media Value' of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of any icreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

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MILTON BRADLEY INTERNATIONAL, INC.

SUNBOW PRODUCTIONS

STARVILD MUSIC, IN

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;	PRSBRO/SAMON PRODUCTION LICENSE	<del>mea</del> r	ENTEIT A				
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<b>(4)</b>	Production Fee 8 SA Operations (Insurance ect) Residuals	!, 979, 572, 92 98, 964, 97 1, 255, 712, 23		•		N 25	¥
)	Holding Cost CQL Sales Tax		-				
<b>&gt;</b>	Total Other Production	2, 432, 144, 72					<u> </u>
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)	Public Relations Conventions Advertising Station Compagnation	9, 790.55 52, 969.44 49, 491.557 7, 464.391	• •		· .		Marian Marian Marian
9	Total Sales	465, 962.48	•				
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<b>)</b>	toral est cost	113,189,512.51				•	2
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#### THE JEM (WEEKLY AND DAILY) SERIES PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc., a Rhode Island corporation with offices at 1027 Newport Avenue, Pawtucket, Rhode Island 02861 ("Hasbro"), and Sunbow Productions, Inc., a Delaware corporation with offices at 130 Fifth Avenue, New York, NY 10011 ("Sunbow").

Rasbro engages Sunbow to produce and to distribute, and Sunbow agrees to produce and distribute for Hasbro, certain television programming (the "Programs") in accordance with the following terms and conditions and the Standard Terms and Conditions and Conditions and the Standard Terms and Conditions"), it being understood that the Programs are being produced for and will be initially telecast on a syndicated basis over so-called "free" over-the-air television, a such term is defined in the Standard Terms and Conditions:

- 1. The Property: The Programs shall be based on The JEM characters (the "Characters"), all of which Hasbro represents to be owned or controlled by it as set forth in the Standard Terms and Conditions.
  - 2. The Programs: The Programs shall consist of a series of 65 Programs

(60 new plus five transferred from Suger Sunday)
under the general title,

<u>"JEM"</u>

2245A/-1-6/22/87

(3)

The Program shall be animated, and each Program shall be approximately 28:50 minutes in length (including commercials). It is acknowledged that the Programs have heretofore been produced and have heretofore been telegast over "free" over air television and are currently being so telecast.

Completion of Production: Certain of the 60 Programs (those not transferred from Suger Sunday) were or will be completed and delivered by Sunbow beginning May 4, 1985 and the balance will be completed and delivered on or before March 1, 1988. The five Programs transferred from Suger Sunday were delivered in or about reprusty 1986.

#### Payment For Programs:

- (a) Subject to Paragraph H of the Standard Terms and Conditions, the total cost to Hasbro for the Production of the Programs, and the items, costs and expenses itemized in subparagraph (b) of this Paragraph 4 is \$17,814,540. (including \$668,200 transferred from Super Sunday) as outlined in Exhibits "A" through "D", annexed, which amount shall be paid by Hashro to Sunbow.
- (b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses, all in connection with the syndication of the Programs over "free-over-the-air" television in the United States, for the Intial Telecast Term, as defined, (ii)

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for the Initial Telecast Term an estimate of all residual fees by reason of use in "free-over-the-air" television (and without limitation other than so-called supplemental market payments and any other payments) due to performing and other creative personnel (or those Eurnishing same) and applicable unions and (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Agreement.

- (c) It is acknowledged by Sunbow that \$7,344,499.58 has heretofore been paid by Hasbro to Sunbow as c£ May 31, 1987. 🚱
- (a) The balance of said remaining \$10,470,040.42 shall be paid at such times as the parties, may agree, except that in all events, Production Costs, as defined in The Standard Terms and Conditions, shall be said in sufficient time to enable Sunbow to meet its production requirements and its residual payment obligations.
- Initial Telegast Term-Hastro's Media Time: "Initial Telecast Tarm" for the 60 Programs (other than the five transferred from Super Sunday) shall be May 3, 1936 to September 17, 1989. The Initial Telecast Term for the five Programs transferred from Super Sunday is September 1, 1985 to September 17, 1989.

During the Initial Telecast Term, Hasbro shall be entitled, without the payment of additional compensation, to the following:

2245A/-3-6/22/87

With respect to the aforesaid 65 Programs (which have been and are to be distributed on a "barter" basis) Hasbro shall be entitled to 1,332 30-second spots either in the Programs or spun into "children's time", as such phrase is understood in the television business and defined in the Standard Terms and Conditions, over "free" over-the-air television in the United States, its territories, possessions and commonwealths (the "Domestic Territory"), all spots to air between May 3, 1986 and September 17, 1989, as well as the monies, if any, paid by the particular television stations carrying such programs for such programs.

Hasbro's Time Subsequent to the Initial Telecast Hasoro shall have the right to detarmine if the Programs. are to be distributed subsequent to the Initial Telecast Term? (the "Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Provided that Sunbow is not in breach of its obligations hereunder or in the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sundow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of ... the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

2245A/-4-6/22/87

- Additional Programming: Sunbow shall have a 7. right of first negotiation to both produce and distribute For broadcast, as herein provided, any additional Programs in the Secies and any additional television programming based on the Characters or additional characters which Hasbro defermines to have produced as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, video discs or video cassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Characters or additional characters which Haspro determines to have produced or distributed. Such rights shall be effected in a accordance with the provisions set forth in the Standard Terms and Conditions, but shall remain in effect only if Sunsow shall not be in breach of its obligations hereunder or in the Standard Terms and Conditions and shall have performed its ooligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
- 8. Sunbow's Production Fee Percentage and Other Payments To Sunbow: The payments made and to be made pursuant to Paragraph 4 hereof by Hasoro to Sunbow include a percentage payment to Sunbow based upon the costs set forth under the caption "Production" (the "Production Fee Percentage") set. forth in Exhibits "A" through "D" hereof.

Such percentage (included in the Paragraph 4. payments) shall be 6% with respect to the 60 Programs in

2245A/.-5-6/22/87

Exhibits "A" through "D" and 10% for the five Programs transferred from Super Sunday.

In addition, Sunbow shall be entitled to the share of the Sunbow net Proceeds and to the percentage of the "media value" or "syndicated value" of all time utilized by Hasbro subsequent to the Initial Telecast Term as provided for in Paragraph 5(a) of Section H of the Standard Terms and Conditions, which is payable only with respect to the amounts see forth on said Exhibits and not with respect to any costs in excess thereof. for any of the items listed therein.

- Term: Provided that it is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual
- 10. Territory: The territory covered by this Agreement shall be the entire universe...
- 11. Profit Participation of Marvel Entertainment Group ("Marvel"): Subject to compliance by Marvel with its obligations under Sunbow's agreements with Marvel, Marvel shall be entitled to, and Sunbow shall pay to Narvel from the Sunbow. Net Proceeds, an amount equal to 10% of the Sunbow Net Proceeds as defined in Section HigE the Standard Terms and Conditions. Further, Marvel shall be entitled to receive an amount equal to 10% of 65% of the "media value" or "syndicated value" of time utilized directly by Masbro or any of its companies during the Subsequent Term as such terms are defined in Paragraph 5(a) of

2245A/-6-

Section H of the Standard Terms and Conditions.

Dated: New York, New York , 198

HASBRO, INC.

SUNBOW PRODUCTIONS, INC.

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### . EXHIBIT A

	•
HASBRO/SUNBOW PRODUCTION LICENSE AGREEMENT	JULY 15,1987
TITLE: JEM(15)	
ESTIMATE 7 2029	
PRODUCTION	BUDGET
Animation Script Talent Music Production	\$3,564,000.00 \$130,000.00 \$45,000.00 \$400,000.00 \$28,000.00
Total Production	54,167,000.00
OTHER PRODUCTION	
Professional Fam @ 61 Operations (Insurance etc) Residuals Bolding Cost CA: Sales Tax	\$249.840.00 \$40,000.00 \$300,000.00
CA. Sales Tax Total Other Production	\$589,840.00
SABES	
Sales Sales Material Station Promotion Material Station Promotion Material Sublic Relations Conventions Advertising Station Compansation	\$249,300.00 \$1,100.00 \$23,700.00 \$23,700.00 \$63,300.00 \$16,300.00 \$8,600.00
Total Sales	\$372,000.00
DISTRIBUTION  Syndication Fee Distribution  Total Distribution	\$263,100-00 \$132,300.00 \$395,400.00
RESERVE	\$0.00
TRANSFER-	\$683,200.00 ∂
PROJECT COST	\$6,212,440.00
REVENUES	•
Partner Contribution Stations	
Total Revenue	\$0.00
TOTAL NET COST	\$6,212,440.00

BASBRO/SUNBOW PRODUCTION LIG	CENSE AGREEMENT	JULY 15,1987	
		•	
TITLE: JEM (5) ESTIMATE # 2035			
ESTIMATE 4 2000			
PRODUCTION		BUDGET	
Animation Script Talent Music Production		\$1,39\$,000-00 \$40,000.00 \$5,000.00 \$120,000.00 \$5,000.00	٧
@Potal Production		\$1,565,000-00	
OTER PRODUCTION	· .		
- Professional Res 8 65		_\$93,900.00	
Professional Res 0 64 Oberations (Insurance etc Residuals	ಕ್ಕ ಮೈ		
Rolding Cost CA. Sales Tax	֥		
Total Other Production	•	\$93,900.00	
SĀLES			
Sales Sales Material Station Promotion Materia Public Relations Conventions Advertising Station Compensation	11 ·	\$0-00	-
@Total Sales		\$0.60	
DISTRIBUTION			. <b>.</b>
Syndication Fee Distribution		1 76 x 177 x	-
Total Distribution		\$0.00	
RESERVE	=.	\$0.00	
TRANSFER	el		:
PROJECT COST		\$1,658,900.00	
REVENUES		•	
Partner Contribution Stations			-
Total Revenue		\$0.00	;
TOTAL NET COST		\$1,658,900.00 paagddaddagaasesa	

EXHIBIT C

HASBRO/SOMBOW	PRODUCTION	LICENSE	AGREEMENT	JULY 15, 1987

ፓ E M·( 2 2. ) ESTIMATE # 2045

	PRODUCTION		EUDGET
	Animation Script Talent Music Production		\$5,863,000.00 \$242,000.00 \$50,800.00 \$140,000.00 \$141,000.00
@	Total Production		\$6,736,800.00
	OTHER PRODUCTION	•	•
	Professional Fee & 63 Operations (Insurance etc) Residuels Holding Cost CA. Szles Tax		\$404,200.00 \$73,000.00 \$806,000.00 \$57,000.00 \$160,600.00
	Total Other Production	7	\$1,494,800.00
-	\$455S		· · · · · · · · · · · · · · · · · · ·
	Şalaş	·	\$500,000.00
	Salas Material Station Promotion Material		\$50,000.00
	Sales Material Station Promotion Material Station Promotions Sublic Relations Conventions Acceptising Station Compensation		\$122,000.00
(3)	Total Salas		\$800,000.00
	DISTRIBUTION		
	Syndication Fac Distribution		\$400,000.00 \$745,800.00
	Total Distribution	-	\$1,145,800.00
	RESERVE		\$110,000.00
	TRANSFER		•
	PROJECT COST		\$10,287,400.00
-	REVENUES		
	Partner Contribution Stations		(\$6,000,000.00)
	Total Revenue		(\$8,000,000.00)
	TOTAL NET COST	i.	\$4,287,400.00

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PASSRO/SUNSOW PRODUCTION LICENSE AGREEMENT

JULY 15,1987

JEK(17) TITLE:

2050 estimate 4

PRODUCTION	
Animation	\$4,463,200 \$187,000

Total Production

OTHER PRODUCTION

Professional Read 6.63 Operations (Insurance etc) Residuals Bolding Cost CA. Sales Tax

Total Other Production

SALES

Sales Material Sales Material Station Promotion Material Public Relations Conventions Advertising Advertising Station Compensation

🕲 Total Sales

DISTRIBUTION

Syndication Fee Distribution

Total Distribution

RESERVE

TRANSFER

PROJECT COST

REVENUES

Partner Contribution Stations

Total Revenue

TOTAL NET COST

\$5,138,400.00

\$308,300.00

\$124,100.00 \$432,400.00

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	Beiding Cost Ca. Salins Tax	161.752.51	428
	Total Other Production	\$1,122,616,16	
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## MY LITTLE PONY I PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro'), Milton Bradley International, Inc. ('MBI'). Sunbow Productions. Inc. ('Sunbow'), Starwild Music, Inc. ('Starwild'), and Wildstar Music, Inc. ('Wildstar').

bashro heraby engages Sundow, and Sundow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Program") and to discribute such Program in the United States, its territories and possessions and Canada, and MSI heraby engages Sundow, and Sundow heraby agrees, to discribute such Program throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

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Hasbro and Sucoow bereby engage Starvild and Wildstar, and Starvild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Program in accordance with the provisions herein cyutained and the Standard Terms and Conditions.

- 1. The Property. The Program shall be based on the name, characters, symbols, designs, likenesses and visual representations of MY LITTLE PONY (the "Property"), all of which Bashro and MBI represent to be owned or controlled by them as set forth in the Presmble to and Baragraph L of the Standard Terms and Conditions.
- 2. The Program. The Program shall consist of one (1) episode under the general title: 'MY LITTLE PONY I." The Program shall be animated in color, and shall be approximately 28:50 minutes in length (including main and and titles and commercials). The Program is to be produced for and will be initially telecast on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

张月月11年17日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日,17日1日

3. Completion of Production. The one (1) Program shall be completed and delivered in time for initial telecast to commence April. 1984.

#### 4. Payment for Program.

- (a) In consideration for Senbow's production and initial distribution of the Program for the Initial Telecast Term, Hasbro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(3)(2) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Program in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Fight Hundred Forty-Two Thousand Two Hundred Twenty-Five and 61/100 Dollars (\$842,225.61) as enumerated in Exhibit A appended hereto.
- (b) The expressioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Program over free television (as defined in the Standard Terms and Conditions) in the United States and its berritories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Program on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production See Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" is defined in the Standard Terms and Conditions.
  - 5. Initial Telegast Term—Hasbro's Media Time. The 'Initial Telegast Term' for the one (1) Program shall be April 1, 1983 through September 28, 1988. In regard to the distribution of the Program in the Initial Telegast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying the Program and (11) one hundred percent (1001) of all monies paid by television stations in consideration for carrying the Program.

- Easbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Program is to be distributed subsequent to the Initial Telecast Term ('Subsequent Term') or whether to 'rest' same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Program during the Subsequent Term.
- Additional Programming. Sunboy shall have a first negotiation right 7. to both produce and distribute for telecast over free television as begein provided, any additional Programs in the Series and any additional relevision programming based on the Property of any principal character thereof which; Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassates. original programming for cable or pay television; or any other productions or programming based, in whole of in part, upon the Property which Resbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set Torto in the Standard Terms and Conditions, but such right shall remain erribotive only if Sunbow is not in breach of its obligations under the Play or the Standard Terms and Conditions and Sunboy has performed its obligations hereunder and thereunder in - madner reasonably satisfactory to Basbro.

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8. <u>Sunbow's Compensation</u>. The payments made and to be made pursuent to Paragraph 4 hereof by Kasbro to Sunbow include a paraentage payment to Sunbow ("Production fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of travel in connection with the production of the Program, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called supplemental market payments to or on behalf of performing artists, all of which are enumerated under the caption 'Production' in Exhibit A.

- Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.
- The Territory covered by this Agreement shall be the Cartitory. entire Universe.
- Profit Participation of Marvel Entertainment Group & Marvel by Subject to compilence by Marvel with its obligations under Sundow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entirled to, and Sunbow shall pay Marvel a Third Party Share las such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (107) of the Discribution Proceeds, if any. Further, unless otherwise egreed with Marvel, Marvel shell be entitled to receive an amount equal to ten percent (101) of sixty-five percent (651) of the 'Barter Media Value' of time utilized directly by Hasbro or any of its companies during the Subsequent Term.
- Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

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any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

SASBRO, INC.

By: 1 Em Jake

MILTON BRADLEY INTERNATIONAL, INC.

SUNBOW PRODUCTIONS, INC.

By:

STARWILD MUSTC, INC.

WILDSTAR HUSIC, INC.

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# MY LITTLE PONY II PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and batween Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sumbow Productions, Inc. ("Sumbow"), Starwild Husic, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

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Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Program") and to distribute such Program in the <u>United States</u>, its territories and possessions and Canada, and M31 hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Program throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions derein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Mashro and Sumbow hereby engage Statwild and Wildster, and Statwild and Wildster agree, to publish those musical compositions initially created for synchronization with the Program in accordance with the provisions herein contained and the Standard Terms and Conditions.

- 1. The Property. The Program shall be based on the name, characters, symbols, designs, likenesses and vigual representations of MY LITTLE POWY (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Program. The Program shall consist of one (1) episode under the general title: 'MY LITTLE PONY II.' The Program shall be animated in color, and shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Program is to be produced for and will be initially telecast on a syndicated basis over so-called free television; as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

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3. Completion of Production. The one (1) Program shall be completed and delivered in time for initial telecast to commence March, 1985.

#### 4. Payment for Program.

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- (a) In consideration for Sunbow's production and initial distribution of the Program for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees partitining to free television syndication of the Program in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Right Hundred Fiffy Six Thousand Two Hundred Thirty and 58/100 Dollars [5855,230.58] as enumerated in Exhibit A appended hereto.
- (b) The aforementioned payments include all (i) sales expenses. distribution fees and commissions, and distribution expenses in connection with the syndication of the Program over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Payagraph 5 below. (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Program on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Receively as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all Other Costs of Production as defined in the Standard Terms and Conditions.
- 5. <u>Initial Telecast Term-Hasbro's Media Time</u>. The 'Initial Telecast Term' for the one (1) Program shall be Earch 22, 1985 through September 28, 1988. In regard to the distribution of the Program in the Initial Telecast Term, as between Hasbro and Subbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying the Program and (11) one hundred percent (1001) of all monies paid by television stations in consideration for carrying the Program.

have the right to determine if the Program is to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Bashro shall have the right, exercisable by notice to Sunbow given in teasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Program during the Subsequent Term.

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- 7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Saries and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial relecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocessettes, original programming for cable or pay television, or any other productions or programming based. In whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA of the Standard Terms and ... Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
- 8. Sunbow's Compensation. The payments made and to be made pursuant to Baragraph 4 hereof by Basbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Program, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption 'Production' in Exhibit A.

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- 9. Term. Provided that Sunbow is not in breach of this Agreement of the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.
- 10. Territory. The Territory covered by this Agreement shall be the
- 11. Profit Participation of Marvel Entertainment Group ('Marvel')
  Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a 'Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the Barter Media Value' of time utilized directly by Easbro or any of its companies during the Subsequent Term.
- 12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

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ony irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

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SUNBOW PRODUCTIONS, INC.

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### THE TRANSFORMERS PRODUCTION LICENSE AGREEMENT

AGRECATERY made and entered late by and between Bashco, Ide. ("Mashro"). Milton Scadley International, Inc. ('Mal'), Sundow Productions, Inc. ('Sunbow'), Starwild Music, Inc. ('Starwild'), and Mildsont Music, Inc. ("Wildsese").

Marbro horoby cogodes Suchow, and Sunbow, bareby agrees, to produce cartala television programing as defined in Passgraph 2 below ("Program") and to distribute such Programs in the Waited States, its territories and possessions and Canada, and Mil bereby cogider Sunbow, and Sunbow becaby advess, to distribute such Programs the buddelous the universe excluding the Coles Scatter. icy tectitories and possession; and Canada, all in excordance with the provisions herein convicted and the Standard Terms and Conditions accorded berard and incorporated fully barain by reference ("Standard forms and Condicions).

Edebro and Sunday Sereby engage Secretic and Wildetor, and Starwild and Wildocar agree. to publish those musical compositions initially orsaer'd for synchronization with the Programs in accordance with the provisions became contained and the Etacdard forms and Charlelost.

- The Proposity. The Proposity shall be based on the mane; therectors. symbols, dasters, likecesses and wisual rapresentations of the facility of (the Property'), all of ubits dashed and Mar supressed to be owned or . doctrelled by then as sat forch to the Preside to and Paragraph t of the Standard forms and Condictons.
  - The Programs the Programs shall consist of a sories of thirteen (13) episodes under the general title: "THE TRUSTORIESS." The Programs SHall be enlasted to color, and such Program shall be approximately 29:30 minutes to langth fincluding main and and either and commerciale). The Brograms are to be produced for and will be initially calerage to a syndicated basis over recalled "free colovision" as such them is defined in Taxagraph Dill of the Stondard Texas and Conditions.

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). <u>Completion of Production</u>. The thirteen (13) frograms shall be completed and delivered in time for initial release to complete September.
1984.

### PATRICE FOR PROGRESS.

- (a) In consideration for Bunbow's production and initial distribution of the Programs for the Initial Telegant Term, Habro will pay to Sunbow the 'Costs of Broduction' (as defined in Packgraph 8(3)(a) of the Standard Terms and Committees) and those costs, appears and fees portaining to free television syndication of the Programs in the United States and its commitments and possessions for the Initial Telegant farm all of which enough total Three Hillian Five Bindred Fifty-Bins Through Five Rendred Five and 20/100 Dollars (33,559,705,20) as summarated in Exhibit & appended hereth.
- discribution face and Condissions, and distribution expenses in consertion with the syndication of the Engress over free celevision las distinct in the Standard Term and Conditions) in the United States and tes territories and postessions, for the Tallial Telegate Jerm, as defined in Arraying I below.

  (11) Hi residual feet (other than streeted supplemental market payments) for the distribution of the Progress on a syndicated basis over free television for the Initial Telegate Term on a syndicated basis over free television for the Initial Telegate. Term due to performing and other creative personnel or those formishing some and applicable union payments. (11) Sankov's Production for the Proceentage as set Forth in Example of this Production License Agreement ("PLA"), and (14) all other "Costd of Production" as detailed in the Standard Torms and Conditions.
  - 5. Initial felucate form Restroy's Pasis Time. The Initial Teletoct for the thicteen (13) Programs shall be September 1. 1984 through sopremier 24. 1987. In regard to the distribution of the Programs in the Initial Tolerast Teim, as between Hasbro and Schaber. Hasbro shall be sunited to revelue, without the payment of additional compensation to Sanbor. (1) all to revelue, without the payment of additional compensation to Sanbor. (1) all commercial time grained by this vision existing in consistention for extraory and full one builted percent (1001) or all conline paid by television stations in consistent and revelopment of the samples and programs.

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- 6. Header's Time Subsequent (or the Initial Tolecast Trim: Marker shall have the right to decermine if the Pregram are to be distributed subsequent to the Initial Telement Term ("Subsequent Term") or whether to "Rest" same from time to time during the Subsequent Term. Subject to the immediate proceeding sequence and provided that Sunbow is not in breach of its obligations becomeded or under the Semicard Terms and Conditions, all distribution during the Subsequent Term shall be affected through sunbow under the terms and provident sections and in the Standard Terms and Conditions. In this regard, were forth barein and in the Standard Terms and Conditions. In this regard, Marbor whall have the right, exercisable by notice to Sunbow given in reasonable time prior to the compansement of the Subsequent Term, to willing for itself the media time available on the Programs during the Subsequent Term.
- 7. Additional Professions, Supportability a filter negotiation right to both produce and distribute for telegate over free telegizion as hacein provided, any additional programs in the series and any additional television programing based of the Property or any principal character thereof which Beard describes to have produced primarily for intribute television, as well as a right of first negotiation to produce and distribute original programing for cable of part negotiation, or say other productions or programing for cable of part upon the Property which Hashed determines to their produced or distributed. Such right of first-negotiation while the provisions are forth in the Standard shall be effected in accordance with the provisions are forth in the Standard forms and Conditions, but such right shall remain affortive lonly it support in the brands of its obligations under the little and therefore and therefore has brainful and therefore has perfected in abstraction and the provisions and therefore has and conditions and Support to Erebro.
  - D. Support a Companyation. The payments take and to be made pursuant to Paragraph a hereof by pashto to tumbor include a percentage payment to Support (Production for Percentage) based upon the semention costs, script teleplay costs; studio costs; costs of music, costs and fees of contractors, costs of music, costs and fees of contractors, costs of sets; costs of travel in commercion with the production of the Programs, and taken costs (Including all berforming practice, toobsites) and other parsonnels but excluding so-called supplemental carrier payments to of on behalf of performing arrists, all of which are annexated under the caption 'Preduction' in Trible A.

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Date Production for Percentage shall be time percent (92) with respect to the Programs produced becaused. In addition, Sunbow shall be entitled to the Programs produced becaused. In addition, Sunbow shall be entitled to the Programs produced Percentage Proceeds: (22 such terms and defined in the Standard Terms and Conditions), if any, and to the percentage of the Parter Modia Palue, (27 defined in the Standard Terms and Conditions) of all time utilized by Sasbro subsequent to the Initial Palocast Term, all as provided for in the Standard Terms and Conditions. All revocues and expenses regarding shall be fully cross-collected with and expenses regarding all other opinions, produced by Sumbow for initial telecust on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

- 7. Tors. Provided that Subcos is not in breath of this Agreement of the Standard Perms and Conditions, Annows distribution rights shall be perpetual.
- to. Territory. The territory covered by this Agreement shall be the earlies Universe, excluding Japan.
- 11. Profit Participation of Marvel Entertainment Group (Marvel').

  Subject to compliance by Mirval with its obligations under Sembow's agreement with Marvel too unless otherwise agreed with Mirval, Marvel shall be entitled to and Subject too and Fundou shall pay Marvel a "Third Party Share" (as such term is doctored to the Standard Forms and Contitions) in an assume Squal to tem pattern; (1911 ...) of the Distribution Processe. If any, Michae, opless or Deroits agreed with Morvel, Morvel shall be envitted to receive an amount agual to tem partern (1911 of the Third percent (1911 of the Third Ports of the United to Standard South of the United Standard Standard South of the Chartest Standard of the United Standard Standard
  - 12. Totogracion of Strodard Torms and Conditions. The Standard Torms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth bords. In the syork of

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# THE TRANSFORMERS PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Basbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildster Music, Inc. ("Wildster").

Basbro hereby engages Sumbow, and Sumbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sumbow, and Sumbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Stanwild and Wildstar, and Stanwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

- 1. The Property. The Programs shell be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the 'Property'), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Presmble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of three (3) episodes under the general title: THE TRANSFORMERS: The Programs shall be snimated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called free television as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. <u>Completion of Production</u>. The three (3) Programs shall be completed and delivered in time for initial telecast to commente September, 1984.

#### 4. Payment for Programs.

(i)

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- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hashro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total One Million Three Hundred Ten Thousand Seven Hundred Twenty. Eight and 68/100 Dollars (\$1,310,728,68) as enumerated in Exhibit A appended Mereto.
- (b) The aforementioned payments include all (i) sales expanses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production fee Percentage as set footh in Paragraph 8 of this Production bicense Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions
- Initial Telecast Term-Hasbro's Media Time. The Initial Telecast Term for the three (3) Programs shall be September 1, 1984 through September 28, 1987. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compansation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1001) of all monies paid by television stations in consideration for carrying

- Bashro's Time Subsequent to the Initial Telecest Term. Hashro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ('Subsequent Term') or whather to 'rest' same from time to time during the Subsequent Term. Subject to the immediate preceding sentance and provided that Sundow is not in breach of its obligations becomeer or under the Standard Tarms and Conditions, all distribution during the Subsequent Term shall be effected through Sunboy under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.
- Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein, provided, any additional Programs in the Series and any additional television programing based of the Property or any principal character thereof worth Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, be any other productions or programming besed, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain affective only if Sundow is not in breach of its obligations under the PLA of the Standard Terms and Conditions and Sunbow has performed its obligations bereunder and thereunder in a manner reasonably satisfactory to Hasbro.
  - Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hashro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called 'supplemental market' payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and

9. Term: Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

Conditions.

**6** 

- 10. Territory. The Territory-covered by this Agreement shall be the entire Universe, excluding Japan.
- 11. Profit Participation of Marvel Entertainment Group ('Marvel');
  Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a 'Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (102) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (102) of sixty-five percent (652) of the Barter Media Value' of time utilized directly by Hasbry or any of its companies during the Subsequent Term.
  - 12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

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### THE TRANSFORMERS PRODUCTION LICENSE AGREEMENT

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Hasbro hereby engages Sunbow, and Sunbow hereby agrees; to produce certain television programming as defined in Paragraph 2 below ('Programs') and to distribute such Programs in the United States, its territories and possessions end Canada, and MBI hereby engages Sunbow; and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States and its territories and possessions, Canada and Japan, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions ).

Basbro and Sunbow bereby engage Starwild and Wildstar, and Starwild and Wildstar agrael to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions

- The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"), all of which Hesoro and HAT represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.
- The Programs. The Programs shall consist of a series of three (3) episodes under the general title: THE TRANSFORMERS. The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over socalled 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. <u>Completion of Production</u>. The three (3) Programs shall be completed and delivered in time for initial telecast to commence September, 1987.

### 4. Payment for Programs.

**(3**)

(3)

- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term. Hasbro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Eight Hundred Ninety-One Thousand One Hundred Ninety-Seven and 47/100 Dollars (\$891,197,47) as enumerated in Ethibit A appended hereto.
- distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agraement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.
- 5. Initial Telecast Term-Hasbro's Media Time. The Initial Telecast Term' for the three (3) Programs shall be September 14. 1987 through September 18. 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1001) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sumbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sumbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard. Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

Case 1:07-cv-06395-SHS

- 7. Additional Programming. Sumbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hesbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for table or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations becounder and thereunder in a manner reasonably satisfactory to Hasbro.
- Simbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of misic, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all-performing, creative, technical and orbit personnel) but excluding so-called supplemental market payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Erhibit A:

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Said Production Fee Percentage shall be six percent (62) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the 'Sunbow Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Torms and Conditions) of all time utilized by Basbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding, all other episodes produced by Sunbow for initial relecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuent to the Standard Terms and Condicions.

- Provided that Sunhow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.
- The Territory covered by this Agreement shall be the Territory. entire Universe, excluding Japan.
- 11. Profit Participation of Marvel Entertainment Group (Marvel), Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a Third Party Share (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any Pursher, unless otherwise aggeed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (107) of sign five percent (617) of the Barter Hedia Value of time utilized directly by Masbro or any of its companies during the Subsequent Term.
- Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

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SURBOW PRODUCTIONS, INC.

MILTON BRADLEY INTERNATIONAL, INC.

STARWILD MUSIC, INC.

WILDSTAR MUSIC, INC.

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## THE TRANSFORMERS PRODUCTION LICENSE AGREEMENT

AGREFMENT made and entered into by and between Hasbro. Inc. ("dasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hashro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Parzgraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and HBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States and its territories and possessions, Canada and Japan, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

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Hashro and Sumbow hereby engage Starwild and Wildstar, and Starwild and Wildstar aggree, to publish those musical compositions intitially created for synchronization with the Progrems in accordance with the provisions berein contained and the Standard Terms and Conditions.

- I. The Property. The Programs shall be based on the came, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the 'Property'), all of which Hasbro and MBI represent to be owned or controlled by them as Set forth in the Presmble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of thirty (30) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

### Payment for Programs.

**(1)** 

- (2) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of might amounts total Seven Million Saven Hundred Twenty-Nine Thousand Pive Hundred Eighty-Nine and 16/100 Dollars (\$7.729.589.16) as enumerated in Exhibits A and B appended hereto.
- (b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expanses in connection with the syndication of the Programs over free relevision (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free talevision for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agraement ('PLA'), and (iv) all other 'Costs of Production' as defined in the Standard Terms and Conditions.
  - 5. Initial Teletast Term-Hasbro's Media Time. The Initial Telecast Term' for the thirty (30) Programs shall be September 15, 1986 throught the September 18, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunboy, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (1007) of all monies paid by television stations in consideration for carrying any Programs.

6. <u>Hasbro's Time Subsequent to the Initial Telecast Term</u>. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whather to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

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- 7. Additional Programming. Sunbow shall think a first negatiation right to both produce and distribute for telecist over first television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PIA or the Standard Terms and Conditions and Sunbow has performed its obligations neventeer and thereunder in a manner reasonably satisfactory to Hasbro.
  - 8. Sunbow's Compansation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the capiton "Production" in Exhibits A and B.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual,

**(1)** 

- 10. Territory. The Territory covered by this Agreement small be the entire Universe, excluding Japan.
- II. <u>Profit Participation of Marvel Entertainment Group ("Marvel")</u>. Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel Marvel shell be entitled to, and Sunbow shall pay Marvel a 'Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten pertent (101) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (101) of sixty-five percent (551) of the Parter Media Value of time utilized directly by Hasbro or any of its companies during the Subsequent Term.
- 12. <u>Integration of Standard Terms and Conditions</u>. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

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# THE TRANSFORMERS PRODUCTION LICENSE AGREEMENT

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4

Hasbro and Sumbow hereby engage Stanwild and Wildstar, and Stanwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions necessary contained and the Standard Terms and Conditions.

- 1. The Property The Progress shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"), all of which Hashro and MBI represent to be owned or controlled by them as set forth in the Breamble to and Paragraph L of the Standard Terms and Conditions.
- 2. The Programs. The Programs shall consist of a series of forty-nine (49) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

 Completion of Production. The forty-nine (49) Programs shall be completed and delivered in time for initial telecast to commence November, 1984.

### 4. Payment for Programs.

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- (a) In consideration for Sunbow's production and Initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the 'Gosts of Production' (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, emenges and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast ferm, all of which amounts total Right Hillon four Hundred Sirty-Two Thousand Three Hundred Thirty sour and 37/100 Dollars (\$3,452,334.37) as summerated in Exploit A appended hereto.
- distribution faces and commissions; and distribution expenses in connection with the syndication of the Progress over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecist Term, as defined in Paragraph 5 below, (ii) all residual faces (other than so called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel of those furnishing same and sophicable union payments, (iii) Sunbow's Production Fee Percentage as sat forth in Paragraph 8 of this Production License Agreement (PLA'), and (iv) all other Costs of Production as defined in the Standard Terms and Conditions.
  - 5. Initial Telecast Term-Hasbro's Media Time. The Initial Telecast Term' for the forty-nine (49) Programs shall be November 1, 1984 through September 28, 1987. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sumbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by television stations in consideration for carrying any Programs end (11) one hundred percent (1001) of all morres paid by television stations in consideration for carrying any Programs.

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have the right to decermine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, farsbro shall have the right, exercisable by uptice to Sunbow given in toasonable time prior to the commandement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

- 7. Additional Programming. Sunbow shall have a first negociation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or my principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negociation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videodassettas, original programming for cable or pay television, or my other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be affected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.
  - 8. Sunbow's Compensation. The payments made and to be made pursuant to Saragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but sreleding so-called 'supplemental market' payments to or on behalf of performing ertists, all of which are enumerated under the caption 'Production' in Erhibit A.

Said Production Fee Percentage shall be nine percent (9%) with respect to the Programs produced hereunder. In addition, Sunbow shall be sutitled to the 'Sunbow Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Terms and Conditions) of all time utilized by Basbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property In the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term, Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

- 10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.
- 11. Profit Participation of Marvel Entartainment Group (Marvel?). Subject to compliance by Marvel with its obligations under Sunbow's agraement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Harvel a 'Third Party Share' ('es such term is defined in the Standard Terms and Conditions) in an amount solual to ten parcent (107) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to teceive an amount equal to ten percent (107) of sixty-five percent (65%) of the Barter Media Value of time utilized directly by Basbro or any of its companies during the Subsequent Term.
- 12. Integration of Standard Torms and Conditions. The Standard Torms and Conditions previously executed by and between the parties hersto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

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By: Sam John

SUNBOW PRODUCTIONS, INC.

By:

MILTON BRADLEY INTERNATIONAL, INC.

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STARWILD MUSIC. INC.

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## VISIONARIES PRODUCTION LICENSE AGREEMENT

AGRETMENT made and entered into by and between Easbro. Inc. ('Hasbro'), Milton Bradley International, Inc. ('MBI'), Sunbow Productions, Inc. ('Sunbow'), Starwild Music, Inc. ('Starwild'), and Wildstar Music, Inc. ('Wildstar').

Hasbro hereby engages Sunbow, and Sunbow hereby agraes, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and Mal hereby engages Sumbow, and Sunbow hereby agraes, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions accaded hereto and incorporated Filly herein by reference ("Standard Terms and Conditions").

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Hasbro and Sumbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially mested for synchronization with the Programs in accordance with the provisions boroin contained and the Standard Terms and Conditions.

- 1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of VISIONARIES (the "Property"), all of which dasbro and MSI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph I of the Stindard Thins and Conditions.
- 2. The Programs. The Programs shall consist of a series of thirteen (13) episodes under the general title: 'VISIONARIES.' The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in Length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecase on a syndicated basis over so-called 'free television' as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

Completed and delivered in time for initial telegast to commence September.

### 4. Payment for Programs.

- (a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecist Term, Hashro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(J)(a) of the Standard Terms and Conditions) and those costs, expenses and free pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecist Term, all of which amounts total Four Million Five Euglid Sixty Thousand for Hundred Porty-Seven and 55/100 Dollars (\$4.560,247.65) as enumerated in Exhibits A and 3 appended hereto.
- (b) The aforementioned payments include all (i) sales expenses, distribution free and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the United Telecast Term, as defined in Paragraph 5 below, (ii) all residual free (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Subbow's Production Fee Percentage as set forthin Paragraph 8 of this Production license Agreement ('Pla'), and (iv) all other 'Costs of Production' as defined in the Standard Terms and Conditions.
- 5. Initial Talecast Term. Hasbro's Media Time. The 'Initial Telecast Term' for the thirteen (13) Programs shall be September 26, 1987 through September 25, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be encitled to receive, without the payment of additional compensation to Sunbow, (1) all commercial time granted by delevision stations in consideration for carrying any Programs and (ii) one hundred percent (1002) of all monies paid by television stations in consideration for carrying any Programs.

- Hasord's Time Subsequent to the Initial Telegast Ferm. Hasben shall 6. have the right to determine if the Programs; are to be distributed subsequent to the Initial Telecast Term ('Sucsequent Term') or whether to 'rest' same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sumbow is not in breach of its obligations herauxder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be affected through Sunbow under the cerms and provisions set forth harein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable cime prior to the commoncement of the Subsequent Term. to attained for itself the media time available on the Programs during the Subsequent Term.
- Additional Programming. Sunpow shall have a first degoriation signs. 7. to both produce and discribute for telecast over free television as herein provided, any additional 3-ogress in the Series and any additional relavision programming based on the Property of any principal character thereof which Casoro decermines to dave produced prinarily for initial telegast over Trae. television, as well as a right of first negotiation to produce and distribute any motion pictures; phonograph recordings; videodiscs or videocassettes; original programming for cable or pay relevision, or any other predections or programming based, in shole or in part; upon the Property which Hasbro. decarmines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Stindard Terms and Conditions, but such right small remain effective only if Surbow is (a) not in breach of its obligations under the PLA or the Standard Tains and Conditions and Sumbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hashid.
  - Sunbow's Commensation. The payments made and to be made pursuant to Paragraph 4 hereof by daspro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay. dosts, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of gravel in connection with the production of the Programs, and taliant costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on benalf of performing arrists, all of which are enumerated under the caption. "Production" in Exhibits A and 8.

Said Production Fee Percentage shall be tem percent (102) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the 'Sunbow Share' of the 'Distribution Proceeds' (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the 'Barter Media Value' (as defined in the Standard Terms and Conditions) of all time utilized by Masbro subsequent to the Initial Telecase Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecase on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions:

- 9. Term: Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's disagibution rights shall be perpendicular.
- 10. Territory. The Territory covered by the Agreement surly be the entire Universe.
- 11. Profit Particiostions of Marvel Entertainment Group (Marvel').

  Subject to compliance by Marvel with its obligations under Sunday's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunday shall pay Marvel a Third Party Share' (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten pertent (101) of the Distribution Proceeds, if any. Further, unless orderwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten pertent (101) of sixty-five percent (65%) of the Barter Media Value' of time utilized directly by Masbro or any of its companies during the Subsequent Term.
- 12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties became are hereby incorporated by reference as though fully set forth became. In the event of

any irreconcilable inconsistency becamen the Standard Forms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASSEQ, INC.

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MILTON BRADLEY INTERNATIONAL, INC.

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